

RECORDING REQUESTED BY:

LAW OFFICES OF ROBERT E. MUIR
110 West A Street, Ste. 625
San Diego, CA 92101-3703

WHEN RECORDED MAIL TO:

Todd Leonard Lesser
2717 Hidden Valley Road
La Jolla, CA 92037

DOC# 2019-0132536



Apr 12, 2019 01:35 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$194.00 (SB2 Atkins: \$150.00)

PCOR: N/A

PAGES: 11

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LICENSE AGREEMENT

APN: 346-580-02-00 (Licensor)

APN: 346-580-01-00 (Licensee)

THE UNDERSIGNED LICENSOR DECLARE(S) THE DOCUMENTARY TRANSFER TAX IS \$ -0- COMPUTED ON CONSIDERATION OF PROPERTY CONVEYED.

This License Agreement ("License") is entered into between:

Licensor: POLLY V. MARSHALL, Trustee of Marshall Irrevocable Trust No. One, dated March 10, 1993

Licensee: TODD LEONARD LESSER, owner, and NANETTE LESSER, non-title spouse.

Licensor Property:

2767 Hidden Valley Road, La Jolla, CA 92037, Parcel No. 346-580-02-00, described as follows:

PARCEL 1:

LOT 2 OF HIDDEN VALLEY VIEW, ACCORDING TO MAP THEREOF NO. 4718 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 17, 1961.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER ALL THAT PORTION OF LOT 5 OF HIDDEN VALLEY VIEW, ACCORDING TO MAP THEREOF NO. 4718, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 17, 1961, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 86° 06' 17" WEST 20.00 FEET, THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 5, DISTANT THEREON SOUTH 3° 53' 43" WEST 50.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 3° 53' 43" EAST ALONG SAID EASTERLY LINE 50.00 FEET TO THE POINT OF BEGINNING.

RESERVING TO THE GRANTORS HEREIN, THEIR SUCCESSORS AND ASSIGNS, THE RIGHT AND POWER TO CONVEY SAID EASEMENT TO OTHER PERSONS.

Licensee Property:

2717 Hidden Valley Road, La Jolla, CA 92037, Parcel No. 346-580-01-00,
described as follows:

LOT 1 OF HIDDEN VALLEY VIEW, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 4718, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 17, 1961.

GRANT OF LICENSE AND USE

1. For valuable consideration, receipt of which is hereby acknowledged, Licensors grants to Licensee permission to use an area of land on Licensors Property which Licensee is currently using, and has since 2008 or earlier, to operate a chicken coop including a rain barrel, fenced area and slate patio (the "Coop") to house several chickens. Said area of land is herein referred to as the "License Area" and further described in Exhibit "A" (legal description) and Exhibit "B" (drawing) attached hereto and incorporated by reference.

2. Use of the License Area is for a term of ten (10) years beginning February 1, 2019 and ending January 31, 2029, unless terminated earlier as provided in this Agreement.

3. For use of the License Area, Licensee shall pay Licensors, or current owner, an annual fee of \$1.00 within 30 days of each anniversary, until this License is terminated.

4. Licensee shall not add to or increase the size or use of the Coop or use a greater area than the License Area.

5. Licensee shall, at Licensee's expense, be responsible for (1) the Coop, including the chickens, and (2) for complying with any governmental law, action, request,

demand, citation, fine or order related to the use of the Coop and/or License Area.

6. Licensee shall maintain the License Area in a clean and safe condition.

TERMINATION OF LICENSE

7. This License shall terminate upon the earlier of (1) January 31, 2029 or (2) the sale or transfer of a majority interest of Licensee Property by Licensee, including by way of foreclosure, or (3) if Licensee ceases to use the Coop or License Area, or (4) Licensee fails to comply with any terms of this License, at which time Licensee's rights under this License shall immediately terminate, without the need for further document, and Licensee shall, at Licensee's expense, promptly remove the Coop and restore the License Area to the condition it was in before Licensee's use. Notwithstanding anything to the contrary herein, upon termination of this License, if Licensee has not removed the Coop and restored the License Area to the condition it was before Licensee's use, Licensors will take removal and restorative action at Licensee's expense.

INDEMNITY

8. Licensee shall be responsible for any injury or liability to persons or property related to Licensee's use of the License Area, and shall indemnify, defend and hold harmless Licensors, its agents and assigns, from any claims or demands related to Licensee's use of the License Area.

INSURANCE

9. Licensee shall carry adequate property/hazard insurance to cover any incident related to the use of the Coop and/or License Area.

WAIVER OF CLAIMS

10. Other than the rights given by this License, Licensee gives up and waives, for all time, any and all rights or claims to any property interest, including any easement claim, in Licensors Property, including the License Area.

BINDING EFFECTS

11. This License shall be binding on the heirs, executors, administrators, successors, transferees, and assigns of Licensors and Licensee.

ATTORNEY FEES

12. In the event of any dispute arising out of or for the enforcement of this License, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

COUNTERPARTS

13. This License may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one document.

LICENSOR:

DATED: April 11, 2019

Polly V. Marshall Hee
POLLY V. MARSHALL, Trustee of
Marshall Irrevocable Trust No. One,
dated March 10, 1993.

LICENSEE:

DATED: _____

TODD LEONARD LESSER

LICENSEE:

DATED: _____

NANETTE LESSER

2019-03-04 Marshall license agreement (v. 005)

ATTORNEY FEES

12. In the event of any dispute arising out of or for the enforcement of this License, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

COUNTERPARTS

13. This License may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one document.

LICENSOR:

DATED: _____

POLLY V. MARSHALL, Trustee of
Marshall Irrevocable Trust No. One,
dated March 10, 1993.

LICENSEE:

DATED: April 5, 2019

Todd Lesser
TODD LEONARD LESSER

LICENSEE:

DATED: April 5, 2019

Nanette Lesser
NANETTE LESSER

2019-03-04 Marshall license agreement (v. 005)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } §
COUNTY OF SAN FRANCISCO }

On _____, 2019, before me, _____, Notary Public, personally appeared Polly V. Marshall who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

My Commission Expires: _____

**See Attached California
All Purpose Acknowledgement**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } §
COUNTY OF SAN DIEGO }

On _____, 2019, before me, _____, Notary Public, personally appeared Todd Leonard Lesser who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of (San Francisco))

On April 11th, 2019 before me, Fetuiai S. Toloumu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Polly Verena Marshall
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } §
COUNTY OF SAN FRANCISCO }

On _____, 2019, before me, _____, Notary Public, personally appeared Polly V. Marshall who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

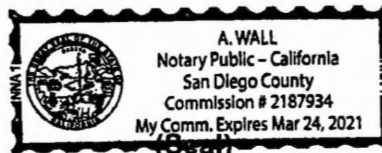
STATE OF CALIFORNIA }
 } §
COUNTY OF SAN DIEGO }

On APRIL 5, 2019, before me, A. WALL, Notary Public, personally appeared Todd Leonard Lesser who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Wall



My Commission Expires: MAR 24, 2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

}
}
} §
}

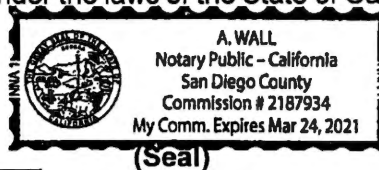
COUNTY OF SAN DIEGO

On APRIL 5, 2019, before me, A. WALL, Notary Public, personally appeared Nanette Lesser who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. Wall



My Commission Expires: MAR 24, 2021

EXHIBIT "A"
Legal Description
LICENSE AREA

That portion of Lot 2 of Hidden Valley View, in the City of San Diego, County of San Diego, State of California, according to Map Thereof No. 4718 filed in the office of the County Recorder of said County, February 17, 1961, described as follows:

BEGINNING at the Northwestern corner of said Lot 2; thence South 28°16'03" West along the Westerly line of said Lot 2 a distance of 23.50 feet to the TRUE POINT OF BEGINNING; thence leaving said Westerly line of said Lot 2 South 61°43'57" East 26.20 feet; thence South 28°16'03" West 30.00 feet; thence North 61°43'57" West 26.20 feet to the said Westerly line of said Lot 2; thence North 28°16'03" East along the said Westerly line a distance of 30.00 feet to the TRUE POINT OF BEGINNING.

This legal description was prepared by me or under my direction.

Attached hereto is drawing labeled Exhibit "B" and by this reference made a part hereof.

Contains 786.00 square feet/0.018 acre, more or less

Robert J. Bateman
Robert J. Bateman P.L.S. 7046

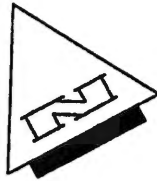
Dated: 2-28-2019



EXHIBIT "B"

HIDDEN VALLEY ROAD

POINT OF BEGINNING

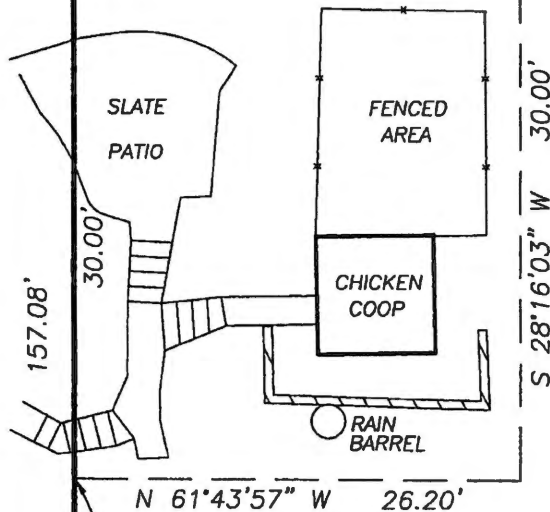


SCALE: 1"=10'
DATE: 02-28-2019

TRUE POINT OF BEGINNING

S 61°43'57" E 26.20'

HIDDEN VALLEY VIEW
MAP NO. 4718



LOT 1
346-580-01
2717 HIDDEN VALLEY ROAD

LOT 2
346-580-02
2767 HIDDEN VALLEY ROAD



SAN DIEGO LAND SURVEYING & ENGINEERING, INC
9665 CHESAPEAKE DRIVE SUITE 445
SAN DIEGO, CALIFORNIA 92123 sdlse.com

Robert J. Bateman
ROBERT J. BATEMAN, P.L.S. 7046